

Consumer Tips

January 2004

Electricity Marketing: What Consumers Should Know

Fair Trading Act

This tipsheet is intended to provide general information and is not a substitute for legal advice.

This tipsheet outlines the rules that electricity marketers must follow, under the *Fair Trading Act* and the Electricity Marketing Regulation. It tells consumers what their rights and responsibilities are when dealing with an electricity marketer.

Tipsheet Contents	Page
Who is affected by the regulation.....	1
What's happening	1
What is the regulated rate.....(NEW)..	2
If a marketer contacts you.....	2
Code of conduct.....	2
If you use the Internet(NEW)..	3
Contract requirements.....	3
Disclosure statement	4
Cancellation information.....	4
For more information.....	4

Note: an electricity marketer is an independent electricity marketing company whose rates are not regulated by any provincial or municipal government or agency. These companies are not affiliated with the Government of Alberta. Any rebates or special offers made to encourage you to sign a contract are not part of any government program.

Who is affected by the regulation?

The regulation defines a consumer as a person who enters into a marketing contract to purchase less than 250,000 kWh of electricity in a year. This would include households and small industrial and commercial businesses like office buildings, stand-alone restaurants and small shopping centers. The average household uses 50 kWh of electricity a month.

City of Medicine Hat

If you live in the City of Medicine Hat, you do not have the option of buying electricity from a marketer. The City will continue to provide and deliver your electricity.

If a marketer, other than a representative from the City of Medicine Hat contacts you, call Alberta Government Services.

Rural Electrification Association (REA)

If you are a member of an REA, you are able to choose an electricity supplier that has been approved to operate in your area. Your REA may establish a separate retail affiliate to sell electricity and electricity services. REAs will continue to deliver electricity using their wires or they may also choose to contract delivery to others. Your REA will also provide a regulated rate. (see page 2)

Tenants

If you are a tenant and pay the utility company directly for electricity, you can choose to purchase your electricity from a marketer. Make sure you read the contract carefully. It will tell you when and under what conditions you can cancel the contract. Find out what happens if you move to premises where electricity is included in the rent.

What's happening?

The way consumers buy electricity has changed. Independent electricity marketers now compete in the marketplace to provide electrical services to Alberta consumers*. (*See *City of Medicine Hat*.) These marketers are regulated under the *Fair Trading Act* and the Electricity Marketing Regulation.

They must be licensed and post financial security. They must also follow a code of conduct and provide consumers with specific information in the contract. If you do not wish to sign a contract with a marketer at this time, you will continue to receive electricity from your existing supplier at a regulated rate.

Alberta
GOVERNMENT SERVICES
Consumer Services Branch

What is the regulated rate?

If you haven't signed a marketing contract you are currently receiving electricity from the regulated rate provider in your area. You can continue to purchase your electricity at a regulated rate. However, you can leave your regulated rate provider at anytime but you may have to give notice and/or pay your utility an exit fee.

Because each regulated rate provider is permitted to take a different approach in developing and delivering its regulated rate, the regulated rate may vary depending on the area in which you live. However all regulated rates require approval from the appropriate regulatory authority. This could be the Alberta Energy and Utilities Board (EUB), a city council or a Rural Electrification Association (REA) board of directors.

Electricity marketers cannot offer you the regulated rate. They purchase electricity on the open market so the price they offer will vary depending on the market conditions at the time and the length of your contract.

To give consumers an opportunity to become familiar with the changing marketplace and to explore the options offered by marketers a transition period was set up.

This transition period has changed. All:

- residential consumers;
- farm consumers; and
- small business's and industrial consumers

can continue to use the regulated rate until July 1, 2006. Although the method of calculating your bill will change after this date, the EUB will continue to regulate the rate. However it will vary by the billing period in response to the market price of electricity.

If a marketer contacts you

When first contacting you salespeople must:

- tell you who they are;
- identify that they are selling electricity; and
- show you their identification upon request.

Get the company's name. Check with Alberta Government Services to find out if the company is licensed as an electricity marketer. Call Edmonton 427-4088; toll free in Alberta 1-877-427-4088 or check the Alberta Government Services' Web site at www.gov.ab.ca/gs under "Search for a Licensed Business".

Read the contract and advertising material carefully. Make sure you understand what you are buying and how much it will cost. Salespeople must not mislead you or misrepresent the facts.

Compare prices

Take the time to compare prices of electricity and other services offered by each company.

If you need more information before making a decision, ask the marketer to explain what the cost of electricity and electricity services will be, based on your past consumption of electricity.

Remember, you don't have to decide immediately. The marketer must give you time to read the documents, must not pressure you to sign, and must accept that you aren't going to make a decision right away. You can stay with your existing supplier and pay for electricity at the regulated rate until you decide.

Code of Conduct

Electricity marketers must abide by a code of conduct. The key components of the code are that marketers must:

- identify themselves to you and show their identification card when requested;
- make timely, accurate and truthful comparisons;
- ensure all advertising materials reflect actual conditions;
- ensure data used to support a claim is reliable; and
- allow you to cancel the contract if you move out of Alberta or to a location in Alberta where the *Electrical Utilities Act* doesn't apply, such as the City of Medicine Hat. (see page 1)

Marketers must not:

- abuse your trust or take advantage of your lack of experience;
- exert undue pressure;
- lie to or mislead you;
- promise things not contained in the contract;
- counsel you to breach a contract with another marketer;
- be intrusive or contact you between 9 p.m. and 8 a.m.;
- say something is less expensive when it is not or when it can't be proven;
- show prices in a way that is misleading;
- use print that makes a contract difficult to read; or
- switch your electricity supply without your written agreement.

If you use the Internet

You may find that some electricity marketing companies have electricity contracts on their Web site. There are specific rules that apply to Internet contracts.

Before you enter into an Internet contract you must be able to view and obtain a copy of the document. The information in the contract must be prominently displayed on the Web site. It must be clear and understandable and you must be able to retain and print it.

You must also be given the opportunity to accept or decline the contract and to correct any errors immediately before entering into it.

Take the time to compare prices of electricity and other services offered by different marketers.

Download or print off any information that you send to the business and retain it as a copy for future reference.

Contract requirements

All electricity-marketing contracts must include:

- the name, address, and phone number of the marketer and consumer;
- the marketer's e-mail address if its an Internet contract and if available for written contracts;

- the marketer's fax number if available;
- a specific or ascertainable date on which the supply of electricity and/or electricity service begins;
- the expiry date of the contract;
- all charges associated with the contract;
- information that says you can inspect any marketing contracts, including Internet contracts, you have entered into with the marketer;
- information on the renewal of a contract that says it is only effective if you agree to the renewal in writing or electronic form within 6 months prior to the renewal date; and
- a disclosure statement (see page 4).

A contract cannot be longer than a term of five years.

Contracts other than Internet contracts must be in writing and marketers must give you a copy of your signed contract and disclosure statement.

If you enter into an Internet contract you must receive a copy of that contract in writing or in electronic form including the disclosure statement that has been completed by the marketer and acknowledged by you.

A marketer is bound by the terms of the electricity contract when you sign or acknowledge it. However you may not amend the terms of the contract before signing or acknowledging it without the written consent of the marketer.

You may cancel any electricity contract without cost or penalty within 10 days after you have been provided with a copy of your signed or acknowledged agreement.

Marketers cannot collect any money from residential consumers until after they have received electricity under the contract.

Marketers may not disclose any information about you to a third party without your written or electronic consent.

Disclosure statement

Before you enter into any electricity contract you must acknowledge that you have read and understood the information contained in the disclosure statement. To do this you must date and sign the disclosure statement contained in the written contract or check the appropriate box in the disclosure statement in the Internet contract.

If you do not understand any parts of the document ask for clarification. If the disclosure statement hasn't been completed correctly by the marketer and signed or acknowledged by you, the contract is invalid.

The disclosure statement identifies:

- when you can cancel the contract and under what conditions;
- what happens to the contract when you move to another location in Alberta;
- a caution about pricing.

Cancellation Information

You may cancel any electricity contract without cost or penalty within 10 days after receiving your signed or acknowledged copy. All contracts must include a statement about your cancellation rights.

If a marketing contract presently exists for the same property you may cancel the new contract without cost or penalty. However, this cancellation right does not apply if the existing contract is to expire before services under the new one are to begin.

The disclosure statement in an electricity contract will identify when and under what conditions you may cancel that contract. However, if you move out of Alberta or to a location in Alberta where the *Electrical Utilities Act* doesn't apply (for example, the City of Medicine Hat), you must be allowed to cancel the contract but there may be a penalty charged.

Under certain conditions you may have up to one year to cancel the contract from the date it was entered into if:

- the contract does not identify a specific or ascertainable date on which the supply of electricity or services will begin;
- you did not receive electricity or electrical services within 30 days of the date referred to above;
- the marketer was not licensed at the time the marketing contract was entered into.

For more information

For information about the Electricity Marketing Regulation or if you have concerns about salespersons' activities, call the Alberta Government Services Consumer Information Centre

Edmonton: (780) 427-4088
toll free in Alberta: 1-877-427-4088.

The Electricity Marketing Regulation is available on the Alberta Government Services' Web site at <http://www.gov.ab.ca/gs> under Legislation - Fair Trading Act.

For more information about electricity check the Customer Choice Web site at www.customerchoice.gov.ab.ca or the Department of Energy site at <http://www.energy.gov.ab.ca>.

Office of the Utilities Consumer Advocate

This new office *addresses the opinions and concerns of Alberta's retail electricity and natural gas consumers*. Residential, farm and small business consumers can phone *the Advocate* at 780-644-5200 (in Edmonton) or 1-866-714-4455 (toll-free in Alberta) or e-mail the office at UtilitiesConsumerAdvocate@gov.ab.ca

A current version of this tipsheet and other tipsheets are available at the Alberta Government Services' Web site at www.gov.ab.ca/gs.

Most public libraries have Internet access available if you don't have access at home.

If you need more copies of this tipsheet, you have permission to photocopy. Please call our office to make sure you have the most up-to-date copy.

Consumer Tips

January 2004

Natural Gas Marketing: What Consumers Should Know

Fair Trading Act

This tipsheet is intended to provide general information and is not a substitute for legal advice.

This tipsheet outlines the rules that natural gas marketers must follow, under the *Fair Trading Act* and the Natural Gas Marketing (Fair Trading Act) Regulation. It tells consumers what their rights and responsibilities are when dealing with a natural gas marketer. Marketers are required to be licensed by Alberta Government Services and follow a code of conduct if they sell to consumers using less than 2500 GJ per year.

Tipsheet Contents	Page
Who is affected by the regulation.....	1
What are you buying.....	1
If a marketer contacts you.....	2
Code of conduct.....	2
If you use the Internet(NEW)...	2
Contract requirements.....	3
Disclosure statement	3
Cancellation information.....	4
For more information.....	4

Note: Natural gas marketers are not associated with your local utility company or the provincial government. They are independent marketing companies whose rates are not regulated by any provincial or municipal government or agency. Any rebates or special offers made to encourage you to sign a contract are not part of any government or local utility program.

Who is affected by the regulation?

The regulation defines a consumer as a person who enters into a marketing contract to purchase less than 2500 gigajoules (GJ) of gas in a year.

If you buy your gas from ATCO Gas or AltaGas Utilities Inc. or their agent, you have the option of choosing to buy from a natural gas marketer.

If you buy your natural gas from a rural gas co-operative, you do not have this option unless you are a non-farm consumer who uses more than 10,000 GJ annually.

Municipally owned gas companies may offer marketing contracts to consumers, but are not required to do so.

What are you buying?

If you enter into a contract with a natural gas marketer, you are agreeing to buy gas from that company. Your local utility company will continue to use its pipeline system to deliver the gas to your home and will bill you or your retailer for service and delivery. The service and delivery charges will be the same whether you choose a new supplier or stay with your utility or their agent.

If you enter into a marketing contract for gas, you will pay the agreed-to price for gas regardless of what the utility company or their agent is charging. Your price for gas could be higher or lower than the utility company's or their agent's price.

Tenants

If you are a tenant and pay the utility company or their agent directly for natural gas, you can choose to purchase your natural gas from a marketer. Make sure you read the contract carefully. It will tell you when and under what conditions you can cancel the contract.

Find out what happens if you move to premises where natural gas is included in the rent.

If a marketer contacts you

When first contacting you salespeople must:

- tell you who they are;
- identify that they are selling contracts for natural gas; and
- show you their identification upon request.

Get the company's name. Check with Alberta Government Services to find out if the company is licensed as a natural gas marketer. Call Edmonton 427-4088; toll free in Alberta 1-877-427-4088 or check the Alberta Government Services' Web site at www.gov.ab.ca/gs under "Search for a Licensed Business".

Read the contract and advertising material carefully. Make sure you understand what you are buying and how much it will cost. Find out what happens if you move. Salespeople must not mislead you or misrepresent the facts.

Compare prices

Take the time to compare the price of natural gas and other services offered by other gas marketers, including your own utility company or their agent.

Remember you are comparing the cost of gas and other services.

If you need more information before making a decision, ask the marketer to explain what the cost of natural gas and natural gas services will be, based on your past consumption of gas.

Remember, you don't have to decide immediately. The marketer must give you time to read the documents, must not pressure you to sign, and must accept that you aren't going to make a decision right away. You can stay with your existing supplier.

Code of conduct

Natural gas marketers must abide by a code of conduct. The key components of the code are that marketers must:

- identify themselves to you and show their identification card when requested;
- make timely, accurate and truthful comparisons;
- ensure all advertising materials reflect actual conditions;
- ensure data used to support a claim is reliable; and
- allow you to cancel the contract if you move out of Alberta or to a location in Alberta where the *Gas Utilities Act* doesn't apply or you receive gas distribution services from a utility not regulated under the *Gas Utilities Act* (see page 3).

Marketers must not:

- abuse your trust or take advantage of your lack of experience;
- exert undue pressure;
- lie to or mislead you;
- promise things not contained in the contract;
- counsel you to breach a contract with another marketer;
- be intrusive or contact you between 9 p.m. and 8 a.m.;
- say something is less expensive when it is not or when it can't be proven;
- show prices in a way that is misleading;
- use print that makes a contract difficult to read; or
- switch your natural gas supply without your written agreement.

If you use the Internet

You may find that some natural gas marketing companies have natural gas contracts on their Web site. There are specific rules that apply to Internet contracts.

Before you enter into an Internet contract you must be able to view and obtain a copy of the document. The information in the contract must

be prominently displayed on the Web site. It must be clear and understandable and you must be able to retain and print it.

You must also be given the opportunity to accept or decline the contract and to correct any errors immediately before entering into it.

Take the time to compare prices of natural gas and other services offered by different marketers.

Download or print off any information that you send to the business and retain it as a copy for future reference.

Contract requirements

All natural gas marketing contracts must include:

- the name, address, and phone number of the marketer and consumer;
- the marketer's e-mail address if its an Internet contract and if available for written contracts;
- the marketer's fax number if available;
- a specific or ascertainable date on which the supply of natural gas and/or natural gas service begins;
- the expiry date of the contract;
- all charges associated with the contract;
- information that says you can inspect any marketing contracts, including Internet contracts, you have entered into with the marketer;
- information on the renewal of a contract that says it is only effective if you agree to the renewal in writing or electronic form within 6 months of the renewal date; and
- a disclosure statement.

A contract cannot be longer than a term of five years.

Contracts other than Internet contracts must be in writing and marketers must give you a copy of your signed contract and disclosure statement.

If you enter into an Internet contract you must receive a copy of that contract in writing or in electronic form including the disclosure statement that has been completed by the marketer and acknowledged by you.

A marketer is bound by the terms of the natural gas contract when you sign or acknowledge it. However you may not amend the terms of the contract before signing or acknowledging it without the written consent of the marketer.

You may cancel any natural gas contract without cost or penalty within 10 days after you have been provided with a copy of your signed or acknowledged agreement.

Marketers cannot collect any money from residential consumers until after they have started to receive natural gas under the contract.

Marketers may not disclose any information about you to a third party without your written or electronic consent.

Disclosure statement

Before you enter into any natural gas contract you must acknowledge that you have read and understood the information contained in the disclosure statement. To do this you must date and sign the disclosure statement contained in the written contract or check the appropriate box in the disclosure statement in the Internet contract.

If you do not understand any parts of the document ask for clarification. If the disclosure statement hasn't been completed correctly by the marketer and signed or acknowledged by you, the contract is invalid.

The disclosure statement identifies:

- when you can cancel the contract and under what conditions;
- what happens to the contract when you move to another location in Alberta;
- a caution about pricing.

Cancellation information

You may cancel any natural gas contract without cost or penalty within 10 days after receiving your signed or acknowledged copy. All contracts must include a statement about your cancellation rights.

If a marketing contract presently exists for a property, and a new contract is entered into for the same property, you may cancel the new contract without cost or penalty. However, this cancellation right does not apply if the existing contract is to expire before services under the new one are to begin.

The disclosure statement in a natural gas contract will identify when and under what conditions you may cancel that contract. However, if you move out of Alberta or to a location in Alberta where the *Gas Utilities Act* doesn't apply you must be allowed to cancel the contract but there may a penalty charged.

Under certain conditions you may have up to one year to cancel the contract from the date it was entered into if:

- the contract does not identify a specific or ascertainable date on which the supply of natural gas or services will begin;
- you did not receive natural gas or natural gas services within 30 days of the date referred to above;
- the marketer was not licensed at the time the marketing contract was entered into;

For more information

For information about the Natural Gas Marketing (Fair Trading Act) Regulation or if you have concerns about salespersons' activities, call the Alberta Government Services Consumer Information Centre

Edmonton: (780) 427-4088
toll free in Alberta: 1-877-427-4088.

The Natural Gas Marketing (Fair Trading Act) Regulation is available on the Alberta Government Services' Web site at <http://www.gov.ab.ca/gs> under Legislation - Fair Trading Act.

For more information about natural gas check the Customer Choice Web site at www.customerchoice.gov.ab.ca or the Department of Energy site at <http://www.energy.gov.ab.ca>.

Office of the Utilities Consumer Advocate

This new office *addresses the opinions and concerns of Alberta's retail electricity and natural gas consumers*. Residential, farm and small business consumers can phone *the Advocate* at 780-644-5200 (in Edmonton) or 1-866-714-4455 (toll-free in Alberta) or e-mail the office at UtilitiesConsumerAdvocate@gov.ab.ca

A current version of this tipsheet and other tipsheets are available at the Alberta Government Services' Web site at www.gov.ab.ca/gs.

Most public libraries have Internet access available if you don't have access at home.

If you need more copies of this tipsheet, you have permission to photocopy. Please call our office to make sure you have the most up-to-date copy.

This tipsheet is intended to provide general information and is not a substitute for legal advice.

Identity theft (ID theft) is on the increase. It's the fastest growing type of fraud in the marketplace and the number one consumer complaint in North America.

What is Identity Theft?

ID theft happens when someone uses someone else's identification documents or other identifiers in order to impersonate that person for whatever reason including financial fraud and criminal activities.

ID theft occurs for various reasons including:

- financial fraud (bank fraud, credit card fraud, tax fraud, mail fraud, etc.);
- criminal activities e.g. entering a country, obtaining special permits, hiding one's own identity for the purposes of committing acts of terrorism, organized crimes, drug trafficking, money laundering, gaining access to restricted areas, etc.

This tipsheet identifies three key ways to protect yourself, and what you should do if you are a victim.

Table of Contents

	Page
Why You Should be Concerned About ID Theft	1
Key Documents	1
Three Key Ways to Protect Yourself	2
What are the Signs Your Identity May Have Been Stolen?	4
What to do if You Believe Your Identity Has Been Stolen	4
Alberta Legislation	5
Contacts	5
More Information	6

Why You Should be Concerned About ID Theft

Your name, birth certificate, driver's licence (operator's licence), credit cards, Social Insurance Number (SIN) and other personal identification can be used to open credit card and financial accounts, redirect mail, establish cellular phone service, rent vehicles, equipment, or accommodation, and even secure employment.

If someone has used your identity, you could be left with the bills, charges, bad cheques, and possibly problems with the law if your imposter committed crimes.

Key Documents

Be careful what you provide as identification and to whom you provide it especially if it's one of the main identity documents - birth certificate, driver's/operator's licence and SIN. These are source documents that can be used to produce others and to gain access to more of your personal and financial information.

Driver's licence

A driver's licence has become the most universally accepted and trusted picture identification card issued by government. While its purpose is to show that you have the privilege to drive, society generally accepts the driver's licence as proof of identification, address, date of birth and residency.

There is little risk to just providing a driver's licence number. However, the actual licence, if stolen, scanned, faked or obtained fraudulently, serves as a crucial tool for committing crime because it's so well accepted. Motor vehicle and driver's licence issuing agencies across North America are working together to make it harder to forge driver's licences and to tighten the controls used when issuing licences.

Birth certificate

The birth certificate is the primary document for all citizens born in Canada to indicate citizenship. The birth certificate is required when applying for a driver's licence, passport, Social Insurance Card as well as for other provincial or federal programs.

Birth certificates, unlike a lot of identification, don't have an expiry date. You shouldn't carry it in your wallet or purse. Keep it in a secure place such as a safety deposit box.

Social Insurance Numbers are used in a wide variety of databases as a primary identifier. Computer-savvy criminals can collect information about you by searching databases.

Although certain government departments and programs are authorized to collect and use the SIN, there is no legislation that prohibits organizations asking for it. You can challenge a request for your SIN. The Office of the Privacy Commissioner of Canada has a fact sheet with more details. (See *More Information* on page 6.)

Don't give your SIN to anyone who isn't authorized to collect the information. Also, don't carry your SIN in your wallet, purse or car. Keep it in a secure place like a safety deposit box.

The federal government also provides the following identification documents. These should be kept secure. If they are lost or stolen, see *More Information* on page 6 for Web sites and telephone numbers.

The Permanent Resident Card provides holders with secure proof of their permanent resident status when re-entering Canada on commercial carriers (plane, train, boat and bus).

The citizenship certificate is a wallet-sized document, covered in plastic, which certifies that you are a Canadian. It also acts as identification, showing your picture and a sample of your signature, as well as stating your name, date of birth, height and sex. It's an official document issued by the Government of Canada. The certificate can be used as definitive proof of your citizenship status when applying for jobs, passports, etc.

A passport is the only proof of your citizenship and identity that is accepted in all countries. You must report the loss or theft as soon as it is noticed to the local police and to the closest passport office, or to the nearest Canadian diplomatic or consular mission if you are outside Canada.

Three Key Ways to Protect Yourself

1. guard your personal information
2. keep your computer and its contents safe
3. be vigilant

Can you completely prevent identity theft from occurring? Probably not, especially if someone is determined to commit the crime. But you can minimize your risk by managing your personal information wisely and cautiously. (U.S. Federal Trade Commission)

ID thieves get your personal information by:

- stealing personal and private information from wallets, purses, mail, your home, vehicle, computer, and Web sites you've visited or e-mails you've sent
- retrieving personal information in your garbage or recycling bin by "dumpster diving"
- posing as a creditor, landlord or employer to get a copy of your credit report
- buying the information from a dishonest employee working where personal and/or financial information is stored
- removing mail from your mailbox
- memorizing credit card information
- reading public information i.e. newspapers (obituaries), phone books, and records open to the public (professional certifications)

1. Guard your personal information

Once you've given your identification or financial information to someone in person, by mail, e-mail, phone or over the Internet you can't get it back.

When someone asks you for information, especially as identification, ask him or her why they need this and what they will use it for. (Edmonton Police Service)

- Buy a shredder and use it to defeat dumpster divers looking for charge receipts, copies of credit applications, insurance forms, cheques, financial statements and old income tax returns.
- Cut up expired and unused credit cards. The card may have expired but the number hasn't.
- Carry only the identification and credit card(s) you will need that day. You rarely need to carry your birth certificate, SIN card or passport.
- Don't fill in forms for contests, rebates or draws that ask for more information than what you are prepared to give. This information could be sold to a telemarketer, or to others with criminal purposes in mind.
- Lock your household mailbox if possible. If you are going to be away, arrange for a trusted neighbour to pick up your mail. You can also go to your local post office (with identification) and ask for Canada Post's hold mail service. There will be a charge for this service.
- Use passwords on your credit card, financial and other accounts rather than easily available information like your mother's maiden name, your birth date, the last four digits of your SIN, parts of your phone number, or a series of consecutive numbers.
- Don't leave personal information lying around at home, in your vehicle or at the office.
- Find out how your employer makes sure your personal information is private. How do they store and dispose of it? Who can see it?
- Don't give personal information to anyone who phones or e-mails you unless you know for sure who they are. Identity thieves may pose as representatives of financial institutions, Internet service providers and even government agencies to get you to reveal identifying information.
- Don't put more than your name and address on your personal cheques.
- Make sure unused vehicle licence plates are not available for anyone else to use. You can return expired or unused plates to any Registry Agent.
- Destroy your old vehicle registration certificate when you get your new one.

2. Keep your computer and its contents safe

Computer technology makes it easy for anyone anywhere in the world to find your personal and financial information.

Your personal computer may be an identity thief's best friend. If you keep financial information such as credit card numbers, account numbers, and tax information in your system or use e-mail to do financial business, this information could be available to anyone with the knowledge and tools to get into your computer's hard drive and e-mails.

- Protect your computer, including laptops, with a password that is a combination of letters (upper and lower case), numbers and symbols. Don't use an automatic login feature that saves your user name and password. While this may save time when you login or enter a site it's a gold mine for a hacker intent on doing damage.
- Use a firewall program, especially if you use a high-speed Internet connection. This means your computer is connected to the Internet 24 hours a day whether the CPU is on or off. The firewall stops uninvited visitors from getting access to your information in the computer.
- Add virus protection software and update it regularly. Viruses can instruct your computer to send information to other systems and you may not know it's happened.
- Be careful what you open. E-mails from strangers could contain viruses or programs to hijack your modem.
- Don't send personal or confidential information over e-mail. E-mail messages aren't secure.
- Make sure deleted information is really gone before you sell, recycle or garbage your computer. Even though you've deleted files from folders, they may still be on the computer's hard drive, where they may be easily retrieved. Use a "wipe" utility program to overwrite the entire hard drive to make the files unrecoverable.
- Shop and bank safely online
 - Before giving your credit card number or other financial information to a business, make sure that the merchant has a secure transaction system. Most Internet browsers indicate when you are using a secure Internet link. To check to see if a web site is secure look for:

- a Web site address that starts with <https://>, or
- an icon, often a lock or an unbroken key, at the bottom right corner of the screen.
- Companies may also display a seal on their website like WebTrustSM (<http://cpawebtrust.org/>) or TRUSTe (<http://www.etrust.com>), to assure online customers that their business has the ability to maintain privacy and security for Internet transactions. Check to see which organization is awarding the seal and the requirements that a merchant has to meet to be allowed to use that icon.
- Use a credit card not a debit card to buy, or set aside one credit card with a low limit for Internet buying.

3. Be vigilant

Paying attention to details can make a difference.

- Once a year, get a copy of your credit report from the two major credit reporting agencies (credit bureaus) (See *Contacts* on page 5.) The report tells you what information the bureau has about your credit history, financial information, any judgments, collection activity and who has asked for your information. By checking, you can spot debts that aren't yours and see who has been asking about you. You need to follow up if a lender or credit card issuer has asked for a report and you haven't applied for credit or a card from them. Someone else may have been using your name.

If you discover incorrect information on your file, Alberta's *Fair Trading Act* gives you the right to have the information corrected. (See *Alberta Legislation* page 5.)

- Know when your credit card and financial statements and utility bills are due. If they don't arrive when they are supposed to, call the company - an ID thief may have changed the billing address.
- Pay attention to credit card expiry dates. If the replacement card hasn't arrived call the company. Someone may have taken it from the mail or changed the mailing address.

- Keep credit card, debit card and automatic banking machine (ABM) receipts so you can match them to your statements.
- Be wary of mail, phone or Internet promotions that want your information. Identity thieves may use phony offers to get you to give them your personal information.
- Keep a list of the names, account numbers and the expiration dates of your cards in a safe place. This will help you when alerting your credit grantors about a lost or stolen card. In Alberta you may be responsible for up to \$50 charged to a lost or stolen card. See *Alberta Legislation* on page 5 for more details.
- Memorize all passwords and personal identification numbers. Don't write them down.
- When you enter a PIN number or password is anyone watching?

What are the Signs Your Identity May Have Been Stolen?

- Bills and statements don't arrive when they are supposed to - they may have been stolen from the mailbox or someone has changed the mailing address.
- Calls from collection agencies or creditors and you either don't have an account with the creditor or if you do have an account, your records say it's up to date. Someone may have opened a new account in your name, or added charges to an account without your knowledge or permission.
- Financial account balances show withdrawals or transfers you didn't make.
- A creditor calls to say you've been approved or denied credit that you haven't applied for. Or, you get credit card statements for accounts you don't have.

What to do if You Believe Your Identity Has Been Stolen

See *Contacts* on page 5 for agency information.

- File a report with your local police service.
- Take action immediately, and keep a record of whom you've talked with and what was said. Also keep copies of all correspondence.
- Obtain a copy of the "Identity Theft Statement" (see *Contacts* on page 5). The Identity Theft Statement is a standard form that you can use to notify financial institutions, credit card

issuers and other companies that you have been a victim of identity theft. You can complete this form and send a copy to each company you need to notify. However, check with each of your creditors to see if they will accept this statement or if they want you to complete one of their forms.

- Call both credit reporting agencies. Both have procedures in place to deal with ID theft and will put an ID theft warning on your file.
- Call your credit grantors, especially credit card issuers, and financial institutions and tell them that you believe your identity has been stolen. Get new accounts, cards and passwords.
- Contact the applicable agencies to report that your driver's licence, birth certificate, permanent resident's card, citizenship certificate or passport has been lost or stolen.
- Contact Human Resources Development Canada (HRDC) if someone is using your SIN or if your card is lost or stolen.
- Contact PhoneBusters as it gathers information on ID theft trends and patterns. The information also helps law enforcement agencies in possible investigations.
- When it appears the problem is solved, get copies of your credit record again from both credit reporting agencies to review and report on any false or incorrect information.

Alberta Legislation

Correcting information held at a credit reporting agency (credit bureau)

If you find information on your file that you disagree with, you have a right under the *Fair Trading Act* to explain or protest.

If you believe an item on the file is not accurate or complete, write a statement of 500 words or less to the agency explaining why. The agency must check the accuracy or completeness of the information. Within 90 days, it must confirm, correct, add to or delete the information. If the agency corrects, adds to or deletes information, it must tell you and everyone who received your report within the last 6 months.

If you have lost money, suffered damages or been inconvenienced because the agency or someone reporting information about you did not follow the rules, you may have the right to sue.

For more information get the tipsheet *Credit and Personal Reporting* or contact Alberta Government Services, Consumer Services Branch.

Lost or stolen credit cards

Alberta's *Fair Trading Act* says that your maximum liability is the lesser of \$50 and the amount stipulated in the credit card agreement if your credit card was used after it was lost or stolen. You must notify the credit card issuer as soon as you know the card is missing.

If the lost or stolen credit card is used at an automated banking machine that requires a PIN number to work, you may be liable for all losses.

For more information contact Alberta Government Services, Consumer Services Branch.

Contacts

Lost birth certificate (Alberta Government Services)
Individuals born in Alberta needing a replacement birth certificate **must** apply through a Registry Agent, either in person or in writing. Applications that are mailed to Vital Statistics from within Alberta will be returned unprocessed. (See page 6 for *Finding a Registry Agent*.)

Lost driver's licence (Alberta Government Services)
To replace a lost, stolen, or destroyed licence you must visit a Registry Agent in person. (See next page for *Finding a Registry Agent*.)

You must present at least two pieces of acceptable identification such as: passport, photo identification from another jurisdiction, birth certificate, Canadian citizenship photo identification, marriage certificate, immigration documentation, Canadian Forces ID Card, SIN Card (signed). Note: at least one piece of identification must contain name, date of birth, and/or signature.

For more detail about acceptable identification, contact a Registry Agent or Alberta Government Services

Edmonton: (780) 427-7013,
Toll free in Alberta by dialing 310-0000
followed by (780) 427-7013.

Finding a Registry Agent

www.gov.ab.ca/gs then click on Registry Agent Network

Phone: Edmonton and outside Alberta:

(780) 427-7013

Toll free in Alberta: 310-0000 then dial

(780) 427-7013

Telephone book: Look in the SuperPages™ under Licensing and Registry Services

Social Insurance Card (Human Resources and Development Canada)

Toll-free in Canada: 1-800-206-7218. Select

Option "3" for SIN information.

Outside Canada or if you have a rotary dial

telephone: (506) 548-7961 (long distance call)

E-mail: sin-nas@hrdc-drhc.gc.ca

www.hrdc-drhc.gc.ca

Permanent Resident Card

Citizenship and Immigration Canada

<http://www.cic.gc.ca/english/pr-card/index.html>

1-800-255-4541.

Citizenship Certificate

Citizenship and Immigration Canada

1-888-242-2100

<http://www.cic.gc.ca/english/citizen/>

Passport

Passport Office (Government of Canada)

<http://www.ppt.gc.ca/>

1-800 567-6868

Alberta Government Services

Consumer Services Branch

Edmonton: (780) 427-4088

Toll free in Alberta: 1-877-427-4088

E-mail: government.services@gov.ab.ca

www.gov.ab.ca/gs

Identity Theft Statement

Website:

www.gov.ab.ca/gs/information/consumer/identity_theft/identity_theft.cfm

Credit Reporting Agencies

Equifax Canada Inc.: toll-free at 1 800 465 7166

Web site: www.equifax.com

TransUnion of Canada Inc.:

toll-free at 1-866-525-0262 www.tuc.ca

PhoneBusters

Toll-free in Canada and the U.S.: 1-888-495-8501

Fax: toll free: 1-888-654-9426

E-mail: info@phonebusters.com

www.phonebusters.com

More Information About Privacy

Office of the Information and Privacy

Commissioner of Alberta

Edmonton: (780) 422-6860

Toll free in Canada: 1-888-878-4044

For brochures and additional information about protecting your privacy, visit the website

www.oipc.ab.ca - click on FOIP then Publications.

Office of the Privacy Commissioner of Canada (SIN information)

http://www.privcom.gc.ca/index_e.asp then click on fact sheets

Toll-free: 1-800-282-1376

info@privcom.gc.ca

Complaints:

112 Kent Street

Ottawa, Ontario

K1A 1H3

Privacy Town (Office of Consumer Affairs, Industry Canada) (Internet version only)

To find Privacy Town, go to the Canadian Consumer Gateway at

<http://consumerinformation.ca> and search for Privacy Town.

A current version of this tipsheet and other tipsheets are available at the Alberta Government Services' Web site at www.gov.ab.ca/gs.

If you need more copies of this tipsheet, you have permission to photocopy. Please call our office to make sure you have the most up-to-date copy.

Consumer Tips

January 2004

Information for Landlords and Tenants

The Residential Tenancies Act

This tipsheet is intended to provide general information and is not a substitute for legal advice.

Tipsheet contents	Page
Defining landlords and tenants.....	1
Landlords' and tenants' obligations.....	1
Moving in	2
• The tenancy agreement.....	2
• "Notice of landlord".....	2
• Security deposits (how much, interest rates, calculator).....	2
• The inspection report.....	3
• What if the premises aren't ready?.....	3
Living there	4
• Can the landlord enter the premises?...	4
• Rent increases, repairs.....	4
• Locks, unauthorized occupants, and sublets.....	5
• Problem tenants.....	5
Moving out	6
• Ending a periodic tenancy.....	6
• Moving-out inspection reports.....	7
• Returning the security deposit.....	7
• What if the tenant leaves belongings?...	8
Offences for which a landlord can be charged	8
Renting a condominium.....	9
Where to get more information.....	10
• Forms.....	10
• Landlord & Tenant Advisory Boards.....	10
• Reference Guide.....	10
• Queen's Printer.....	10

The Legislation

Residential Tenancies Act

- Residential Tenancies Ministerial Regulation
- Residential Tenancies Exemption Regulation
- Security Deposit Interest Rate Regulation
- Subsidized Public Housing Regulation

If ordering, landlords and tenants should get both the *Residential Tenancies Act* and the Residential

Tenancies Ministerial Regulation, as the regulation provides the details for the Act.

Landlords

A landlord may be:

- the owner of the residential premises
- the property manager
- the person who rents out the premises.

A landlord may be a man, a woman, a group of people, or a business. All employees of a landlord must also follow the *Residential Tenancies Act*.

Landlords must:

- make sure the premises are available for the tenant when the rental agreement takes effect;
- not disturb the tenant's peaceful enjoyment of the premises, that is, does not bother the tenant beyond what is necessary to do the landlord's business; and
- make sure the premises are habitable at the beginning of the tenancy. Habitable means the premises must meet the minimum requirements set out in the Housing Regulation and the Minimum Housing and Health Standards under Alberta's *Public Health Act*. The Minimum Housing and Health Standards can be found on the Alberta Health and Wellness Web site at:
www.health.gov.ab.ca/public/document/housing99.pdf

Tenants

The *Residential Tenancies Act* applies to most residential tenants, that is people who rent the place where they live. It applies to tenants who rent residences such as houses, apartments, and duplexes. It applies to hotel and motel residents if they live there for more than six consecutive months. It also applies to rooming and boarding house residents, in most cases.

The *Residential Tenancies Act* does **not** apply to the following tenancies:

- people who share a landlord's living quarters as though they were a part of the landlord's family
- mobile home sites as set out in the *Mobile Home Sites Tenancies Act*
- premises occupied for business purposes with living accommodation attached and rented under a single agreement
- hotels, motels, trailer parks, tourist homes, and other vacation accommodation if a person lives there less than six consecutive months
- premises rented to a student by an educational institution, unless the student has exclusive possession of self-contained premises
- most nursing homes, social care facilities, non-profit senior citizens lodges and correctional institutions.

Tenants must:

- pay the rent on time;
- be considerate of other tenants;
- not endanger other tenants;
- not perform illegal acts or conduct illegal business on the premises;
- keep the premises reasonably clean;
- prevent damage to the premises; and
- move out when the rental agreement ends.

If you don't know how the *Residential Tenancies Act* applies to you, call your local Landlord and Tenant Advisory Board or Alberta Government Services. See the last page for phone numbers.

Moving in

The tenancy agreement

Before a tenant moves in, the landlord and tenant come to an agreement, which may be written or verbal. A written agreement is recommended. This agreement can be called a tenancy agreement, a rental agreement, or a lease.

A tenancy agreement is either *periodic* or *fixed-term*. A fixed-term tenancy begins and ends on specific dates. For example, a landlord and tenant may agree on a fixed term of two years, from October 1, 2001 to September 30, 2003. At the end of the fixed term (September 30, 2003), the

tenancy ends automatically. Neither party has to give notice to end a fixed-term tenancy.

A periodic tenancy has a start date but not an end date. Either the landlord or tenant ends the agreement by giving notice. Periodic tenancies are usually month-to-month.

A tenancy agreement should state:

- the type of tenancy (periodic or fixed-term);
- how much the rent is;
- when the rent is to be paid (for example, the first of the month);
- who pays for utilities and other services such as cable TV; and
- who pays for repairs.

A tenancy agreement can also include the landlord's rules such as no pets. The tenancy agreement cannot take away any of the tenant's rights provided by the *Residential Tenancies Act*.

Both the landlord and the tenant should sign the agreement. The landlord must give the tenant a copy of the agreement within 21 days after the tenant signs and returns it to the landlord. The tenant can withhold rent until a copy is received.

Read your tenancy agreement before you sign it.

"Notice of landlord"

Landlords must provide tenants with a "notice of landlord" that states the landlord's name and Alberta address. Landlords must give this notice to tenants within 7 days of tenants' moving in, or must post the notice in a very visible place in the building's common area. The landlord must keep this notice up-to-date.

The security deposit

Landlords usually ask tenants for a *security deposit* (sometimes called a damage deposit). The maximum amount a landlord may ask for as a security deposit is the equivalent of one month's rent at the time the tenancy starts. The security deposit cannot be increased as rent increases. Landlords must deposit all security deposits in an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two banking days of collecting them.

The landlord must pay interest to the tenant annually, at the end of each tenancy year, unless both parties agree otherwise. If the landlord and the tenant agree in writing, interest may be compounded annually and paid to the tenant at the end of the tenancy. The minimum interest rates that landlords must pay on damage deposits are listed in the box below.

Landlords and tenants can now use the new security deposit interest calculator to determine how much interest is owed. The calculator can be found by visiting the Landlord and Tenant page on the Alberta Government Services' Web Site www.gov.ab.ca/gs

Interest on security deposits	
Time Period	Minimum Annual Interest Rate
January 1, 2004 to December 31, 2004	0%
January 1, 2003 to December 31, 2003	0%
January 1, 2002 to December 31, 2002	0%
January 1, 2001 to December 31, 2001	1.75%
January 1, 2000 to December 31, 2000	1.15%
January 1, 1999 to December 31, 1999	0.75%
January 1, 1997 to December 31, 1998	0%
January 1, 1996 to December 31, 1996	2.5%
January 1, 1995 to December 31, 1995	2.75%
July 1, 1994 to December 31, 1994	1.5%
February 1, 1993 to June 30, 1994	3%
March 1, 1987 to January 31, 1993	6%
January 1, 1984 to February 28, 1987	8%

The permanent formula for setting the yearly interest rate payable on security deposits is 3.5 percent below the December rate for redeemable Alberta Savings Certificates.

The inspection report

An inspection report describes the condition of the premises when tenants move in, and when they move out. Both landlords and tenants find that an inspection report is in their best interests. Tenants can use it to prove that they were not responsible for damages made before they moved in.

Landlords cannot make any deduction for damages from the security deposit when the tenant moves out if inspection report requirements have not been met.

Moving-in inspection reports

Landlords and tenants must inspect the premises within one week before or after a tenant takes possession. The premises should be vacant when the inspection takes place, unless the landlord and tenant agree otherwise. The landlord and tenant should inspect the premises together and write down any damage such as scratches or burns. Both should sign the report. Landlords must give tenants a copy of the inspection report.

If the tenant refuses to participate in the inspection or refuses to sign the inspection report, the landlord may complete the inspection report alone. The landlord must give the tenant a copy of the report.

Certain statements must be included in the inspection report. For more information, see the Residential Tenancies Ministerial Regulation. Several organizations sell inspection report forms. See Forms on page 10.

Moving-out inspection reports

A landlord and tenant must complete the final inspection of the premises within one week before or after the tenant moves out. The premises should be vacant when the inspection takes place, unless the landlord and tenant agree otherwise. Again, certain statements must be included in the inspection report. See above.

What if the premises aren't ready?

If the premises aren't ready on the first day that the rental agreement takes effect, the tenant may cancel the agreement. Another option is to apply to court to order the landlord to live up to the agreement. The tenant may also sue the landlord for damages if the premises are not ready on time.

Living there

Can the landlord enter the premises?

A landlord can enter the rented premises without permission, and without giving a tenant any notice, in two situations:

- if the landlord has reason to believe there is an emergency
or
- if the landlord has reason to believe that the tenant has abandoned the premises.

A landlord may also enter the tenant's home without permission, *but only after giving proper notice*, to:

- do repairs
- inspect repairs
- show the premises to prospective buyers, or mortgagees
- show the premises to prospective renters in the last month of a fixed-term tenancy
- show the premises to prospective renters after the landlord or tenant has given notice to end a periodic tenancy.

In these five situations, the landlord must give the tenant written notice at least 24 hours before entering. The landlord can only enter between 8 a.m. and 8 p.m. The landlord cannot enter on a holiday or the tenant's day of worship. It is the tenant's responsibility to tell the landlord, in writing, what the tenant's regular day of worship is, if it is not a Sunday. Otherwise, the landlord can assume that Sunday is the day of worship.

The landlord or the landlord's agent must sign the notice of entry. It must state the reason for entering and the date and time of entry.

Rent increases

Under a fixed-term tenancy agreement, the landlord and tenant agree to the amount of rent a tenant will pay during the entire term of the tenancy. Under a periodic tenancy agreement, the landlord may raise the rent during the tenancy.

There are no controls over the amount by which the landlord may raise the rent under a periodic tenancy agreement. However, the *Residential Tenancies Act* limits the frequency of increases to two a year. The Residential Tenancies Ministerial

Regulation identifies the amount of time that must pass between rent increases.

How much time must pass between rent increases?

Type of periodic tenancy agreement	Amount of time between rent increases
Week-to-week	26 full tenancy weeks
Month-to-month	6 full tenancy months
Any other periodic tenancy	180 days

The landlord must give the tenant written notice of a rent increase. The amount of notice the landlord must give depends on the type of periodic tenancy agreement in question:

- *weekly tenancy*: at least 12 weeks' notice
- *monthly tenancy*: at least 3 months' notice
- *any other type of periodic tenancy*: at least 90 days' notice

Repairs

The landlord is responsible for keeping the premises reasonably safe and in good repair. Standards for safety and comfort are set out in the Housing Regulation and the Minimum Housing and Health Standards under Alberta's *Public Health Act*. The standards can be found on the Internet at:

www.health.gov.ab.ca/public/documents/housing99.pdf

Tenants can contact their local Regional Health Authority for more information.

If a landlord ignores a tenant's request for repairs, the tenant may apply to court:

- to recover damages
- to have the rent reduced to make up for any benefits the tenant has lost because the landlord didn't carry out the landlord's obligations
- to compensate for the cost of performing the landlord's obligations
- to end the tenancy.

Note that a tenant cannot withhold rent when a tenant believes that a landlord is not carrying out a landlord's obligations.

Landlords cannot evict tenants for exercising their rights under the *Residential Tenancies Act* or the *Public Health Act*.

Locks

Neither a landlord nor a tenant can be locked out. If a landlord adds or changes locks, the landlord must give a new key to the tenant right away.

Tenants may want to add or change locks to increase security. They may do so if they get the landlord's permission and give the landlord a key. Without the landlord's permission, tenants may only add locks that can be used from the inside, such as chain locks.

If adding a lock makes holes in the door or frame, the tenant must leave the lock in place when moving out or repair the damage if the lock is removed.

Unauthorized occupants

At the beginning of a tenancy, landlords and tenants should agree on who is allowed to live in the rented premises as a tenant. All tenants' names should be listed in the tenancy agreement. A landlord can give an occupant who isn't allowed to be there 30 days' notice to leave.

In cases where the tenant has moved out, the landlord can give an unauthorized occupant 48-hours' notice to leave. If the occupant does not move out in 48 hours, the landlord can apply to the court for an order for possession. See 'A note about court' on page 6.

Subletting

A tenant may not sublet or assign the rented premises to another party without the landlord's written permission. A landlord may not refuse permission without reasonable grounds. If the landlord decides against the sublease or assignment, the landlord must give the tenant a written reason within 14 days after receiving the request. If the landlord does not answer the request within 14 days, the tenant may assume that the landlord agrees to the sublease or assignment.

Problem tenants

What can a landlord do about the tenant who does or allows significant damage to the premises or who physically assaults the landlord or other tenants? (see also Renting a condominium page 9.)

The landlord can apply to court* to end the tenancy or give the tenant 48 hours' notice to end the tenancy. A 48-hour notice must:

- be in writing;
- be signed by the landlord or the landlord's agent;
- state the reason for eviction; and
- state the time and date that the tenancy ends.

In either case, the landlord may sue the tenant for any damages not covered by the security deposit, once the inspection reports have been completed.

What if the landlord gives a 48-hour notice and the tenant does not move out?

The landlord has five days after the tenancy ends to apply to court* for an order that confirms that the tenancy will end. If the tenant doesn't move and the landlord doesn't apply to court* within five days, the 48-hour notice is no longer valid. This means the tenancy is not ended.

What can a landlord do if a tenant commits a substantial breach, for example, if a tenant damages property and disturbs other tenants?

A substantial breach occurs if:

- a tenant does not carry out any of the tenant's obligations listed on page 2; or
- a tenant commits a series of breaches of the tenancy agreement, and the cumulative effect is damaging.

If a tenant commits a substantial breach, a landlord can:

- apply to court* to end the tenancy; or
- give the tenant a notice of termination at least 14 days before the day the tenancy is to end.

The notice must:

- be in writing;
- be signed by the landlord or the landlord's agent;
- state the reason for termination; and

- state the date that the tenancy ends.

If a tenant objects to the reason for termination, or does not leave at the end of the 14-day notice period, the landlord may apply to court* for an order for possession, if the landlord has not already done so. The tenant may remain on the premises until the court* decides. If the court* issues an order for possession, the tenancy is ended. The tenant must move out by the date given in the order for possession.

To object to the 14-day notice, the tenant must give the landlord a written explanation of why the tenant disagrees with the reasons given in the notice of termination. The landlord must receive it before the 14 days are over.

A note about a 14-day notice of termination

The *Residential Tenancies Act* says that a tenant must be given a notice for substantial breach at least 14 days before the tenancy is to end. This means that the day the notice is given and the day the tenancy ends do not count as part of the 14 days. For example, if the landlord gives the tenant notice on the 4th of the month, the earliest the tenancy can end is the 19th of the same month.

What if a tenant doesn't pay the rent?

The landlord can apply to court* to end the tenancy. Another option for the landlord is to give the tenant a 14-day notice of termination of tenancy. If the tenant pays all the rent owing before the termination date on the notice, the notice becomes ineffective. A tenant cannot object to a 14-day notice for non-payment of rent.

***A note about court**

As of April 1, 2001, Provincial Court will be able to grant: an order terminating a tenancy; an order for the recovery of possession of premises; and an order to vacate premises, under the *Residential Tenancies Act*. Forms and instructions are available at Provincial Court locations or on the Internet at www.albertacourts.ab.ca/pc/civil/forms/index.htm

The landlord can also hire a Civil Enforcement Agency to carry out a Distress for Rent. This allows the Agency to seize the tenant's possessions to pay for the unpaid rent and costs. This option is only available when the tenant is living in the rented premises. Once the tenant moves, the landlord cannot use a Distress for Rent. A list of Civil Enforcement Agencies can be found in the SuperPages™.

How must a landlord deliver notices?

Landlords must deliver notices in person or by registered mail. If the tenant is not home to receive the notice the landlord can give the notice to another adult who lives with the tenant or, the landlord can post the notice in plain sight on the rented premises.

Moving out

When can a landlord end a periodic tenancy?

Landlords can only give notice to end a tenancy under certain conditions. These are:

- The landlord or a relative of the landlord wants to move in. (The relative does not necessarily have to be a blood relative, and for example, could be a nephew, niece, adoptee, cousin, or the relative of a spouse.)
- The landlord agrees to sell the premises, all conditions of the sales agreement have been satisfied or waived and the buyer or a relative of the buyer wants to move in. In this case, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy.
- The premises are a detached or semi-detached dwelling (for example, a house or a duplex) or one condominium unit. The landlord agrees to sell the premises and all conditions of the sales agreement have been satisfied or waived. In these cases, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy. Neither the buyer nor the buyer's relatives have to occupy the premises.
- The landlord intends to demolish the building that the tenant lives in.
- The landlord intends to do major renovations that require the premises to be unoccupied. Major renovations do not include painting, replacing of floor coverings, or routine maintenance.

- The landlord intends to use or rent the premises for a non-residential purpose.
- The landlord is an educational institution and the tenant was a student at the beginning of the tenancy. In this case, the landlord may end the tenancy if the tenant is no longer a student or will no longer be a student once the notice period for termination of tenancy has passed.

It is now an offence under the Residential Tenancies Act if:

- the tenant moves out because the landlord gave notice to end the tenancy, and
- the landlord did not use the premises for the reasons set out in the notice within a reasonable time after the termination date in the notice.

Proper notice

Both landlords and tenants involved in periodic tenancy agreements must put their notice to end a tenancy in writing. *Landlords must include their reason for ending the tenancy.*

The notice must include:

- the address of the premises;
- the date the tenancy will end; and
- the signature of the person giving notice.

The amount of notice required depends on:

- whether it's the landlord or the tenant giving the notice
- the type of periodic tenancy; for example, week-to-week or month-to-month.

The notice **must** be delivered in person, or by registered mail. If it goes by mail, a landlord should send the notice to the address of the rented premises. A tenant should send the notice to the address where the rent is paid or to the address identified in the "notice of landlord."

If the landlord can't serve notice by these methods because a tenant is rarely home, the landlord can give the notice to another adult living with the tenant or post the notice in plain sight on the rented premises.

How much notice is required?

Week-to-week tenancies:

The landlord must give the tenant one week's notice. Notice is to be given on or before the first day of the tenancy week, to be effective on the last day of the tenancy week.

The tenant must give the landlord one week's notice. Notice is to be given on or before the first day of the tenancy week, to be effective on the last day of the tenancy week.

Month-to-month tenancies:

The landlord must give the tenant three months' notice. Notice is to be given on or before the first day of the three-month notice period.

The tenant must give the landlord one month's notice. Notice is to be given on or before the first day of the one-month notice period.

An example: Joe has a month-to-month tenancy. It begins on the first day of the month and ends on the last day of the month. He decides to move out by September 30. He must give the landlord notice on or before September 1. If Joe's landlord wanted Joe to move out by September 30, the landlord would have to give Joe notice on or before July 1.

When does the tenant have to move out?

The Act says that unless the landlord and tenant agree to a different time, a tenancy ends at 12 noon on the last day of the tenancy. This time does not apply if the landlord has given the tenant a 48-hour notice of termination.

The moving-out inspection report

A landlord and tenant must complete the final inspection of the premises within one week before or after the tenant moves out. The premises should be vacant when the inspection takes place, unless the landlord and tenant agree otherwise. *See the Inspection report on page 3.*

Returning the security deposit

Tenants have a right to get their security deposits back after they move out. They will get the full amount of the deposit, plus any interest owing, if the following conditions are met:

- No damage has been done, beyond *normal wear and tear*. The legislation defines normal wear and tear as the deterioration that occurs

over time with the use of the premises even though the premises receive reasonable care and maintenance.

- The premises have been properly cleaned. It's a good idea for landlords to supply tenants with a list of what is expected.
- No rent is owing.

Otherwise, the landlord has the right to keep part or all of the security deposit to cover these costs. If the damages exceed the security deposit, the landlord can take legal action to claim for money owing.

If there are no deductions for cleaning or repairs, the landlord must pay the tenant the full deposit plus interest within 10 days of the day that the tenant gave up possession of the premises. If there are deductions, the landlord must do one of two things within 10 days:

- Return the balance of the deposit to the tenant with a statement of account that lists the damages and repair costs as well as details of cleaning charges.
or
- Give the tenant an estimate of the deductions to be made and return any money that won't be used. The tenant must receive a final statement and any money owing within 30 days after the tenancy ends.

Landlords cannot make deductions for damages if the inspection report requirements have not been met. See page 3.

What if the tenant leaves belongings?

Sometimes a tenant moves out or abandons the premises but leaves belongings there. A landlord has the immediate right to dispose of the goods if a landlord believes they are worth less than \$1,000, or if the value of the goods will depreciate substantially while the goods are in storage (for example, if they will spoil). If the abandoned goods are worth \$1,000 or more, the landlord must store the goods for 30 days.

Before the tenant can reclaim possessions, the tenant must pay the landlord all moving and storage costs. The landlord must return the tenant's possessions once these costs have been paid. If the tenant does not claim the goods within

30 days, the landlord can sell the goods by public auction or, with the approval of a court, by private sale. The landlord can use the money to pay the costs of transporting, storing and selling the goods. The landlord can also keep any money that the tenant owed for rent or damaged property. If there is money left after these payments, the surplus goes to the Provincial Treasurer.

The landlord must prepare an affidavit that lists all costs of removing, storing, and selling the goods, plus any costs for repairs and rent owing. The affidavit must be mailed to the tenant at the tenant's last known address. The landlord must also file a copy of the affidavit with Alberta Government Services.

Offences for which a landlord can be charged

The following are chargeable offences under the Act, for which a landlord can be fined up to \$5,000 when convicted:

- taking more than one month's rent as a security deposit, or raising the amount
- failing to put security deposits into a trust account within two banking days
- putting money that is not a security deposit into the trust account
- failing to provide a "notice of landlord"
- failing to give proper notice of entry
- terminating a tenancy because the tenant made a complaint under the *Residential Tenancies Act* or the *Public Health Act*
- failing to pay interest on a security deposit
- failing to return a security deposit or provide a statement of account within 10 days; or, if the repair costs aren't finalized, failing to provide an estimated statement of account and any refund within 10 days
- failing to provide the tenant with the balance of the security deposit, if any, and a final statement of account for the estimated deductions within 30 days after the tenant gave up possession of the premises (if the landlord is entitled to make a deduction)
- deducting money from the security deposit for damages if proper inspections were not carried out

- failing to go ahead with the reasons for giving notice to end a periodic tenancy within a reasonable time after the tenant moved out
- contravening the regulations or an Order of the Court.
- **Note: Landlords and tenants can be fined up to \$5,000 if they change the locks and do not provide the other party with a key.**

Renting a condominium

There are different rules for landlords and tenants when condominium owners rent their units. If there is a conflict between the *Condominium Property Act* and *The Residential Tenancies Act*, the *Condominium Property Act* applies.

Unit owners' responsibilities

Before renting, owners must provide the following information in writing to the condominium corporation (the corporation):

- notice that they intend to rent their unit;
- their address for service; and
- the amount of rent they are charging for the unit

Within 20 days of the tenancy starting, the owner must also tell the corporation in writing what the tenant's name is.

If the corporation asks for a deposit, owners must pay it. (See *The corporation's responsibilities*.)

Owners also agree that renters will not damage the corporation's property and the common property, and that renters will follow the corporation's by-laws. These are conditions of the tenancy and override the tenancy agreement and the *Residential Tenancies Act*. Damage doesn't include normal wear and tear.

Owners must give the corporation notice in writing that the unit is no longer rented, within 20 days of the tenancy ending.

Renters' responsibilities

Over and above tenant's obligations under the *Residential Tenancies Act* tenants also agree to follow the corporation's by-laws and to not damage the corporation's property or the common property. These are conditions of the tenancy and override

the tenancy agreement and the *Residential Tenancies Act*.

Tenants need to know what the by-laws say.

The corporation can also direct tenants to pay rent to the corporation instead of the landlord if the landlord hasn't paid the condominium contributions (fees). If this happens, the rent is deemed to have been paid to the landlord.

The corporation's responsibilities

Owner's deposit

The corporation can ask unit owners for a deposit of up to a maximum of one-month's rent to be charged for the unit. This may be used to repair or replace condominium property, common property and exclusive use common property damaged, destroyed, lost or removed by the tenant. The *Condominium Property Act* does not say the corporation must pay interest on this deposit. The landlord cannot ask the tenant to pay this deposit.

When the owner tells the corporation that the unit isn't rented, the corporation has to within 20 days:

- return the deposit
- give the owner a statement of account showing the amount used and any money left over, or
- give the owner an estimated statement of account showing how it intends to use the deposit, and within 60 days after delivering the estimate, give the owner a final statement and any money left over.

Evicting a tenant

The corporation can evict a tenant for damaging the property or not following the by-laws. This notice takes effect the end of the month following the month the notice is given. For example, if the corporation gives notice in September, the tenancy ends on October 31. This effective date overrides the tenancy agreement and the *Residential Tenancies Act*. The tenant doesn't have the right to give the corporation a notice of objection.

If the tenant doesn't move out, the corporation or can go to the Court of Queen's Bench for an order requiring the tenant to move.

A corporation can go directly to the Court of Queen's Bench for an order requiring the tenant to move if:

- the tenant does excessive damage to the corporation's property or the common property; or
- the tenant is a danger to or is intimidating the owners or other renters.

The corporation must serve any notices or orders on the landlord.

If the eviction goes to court, the tenancy ends when the court orders the tenant to leave. The court can also make any other order it considers reasonable.

Note, condominium corporations cannot use the Provincial Court after April 1, 2001 to end a tenancy, recover possession or get an order to vacate the premises.

Where to get more information Forms

Residential Tenancies Act forms are sold by:

- Landlord and Tenant Advisory Boards (see below)
- the Calgary Apartment Association www.calapt.org (403-265-6055), and
- the Edmonton Apartment Association (members only) www.eaa.ab.ca (780-413-9773)

Contact these organizations for more information about prices and who they serve. Alberta Government Services does not provide forms.

Landlord and Tenant Advisory Boards

Landlords and tenants can get answers to their questions about landlord and tenant matters, and forms (for a fee) from their local Landlord and Tenant Advisory Board.

Edmonton: (780) 496-5959

(Edmonton residents only)

24-hour automated telephone system

(780) 496-5959

<http://www.edmonton.ca> Click on:

- Community & People Services
- Housing Services
- Landlord & Tenant Advisory Board

Fort McMurray: (780) 743-5000 (Municipality of Wood Buffalo residents only)

www.woodbuffalo.ab.ca/landlord

Red Deer: (403) 343-0410

(Red Deer and District residents)

www.mycommunityinformation.com/llt

If there is no Advisory Board in your community, contact:

Alberta Government Services

Edmonton: (780) 427-4088

Toll-free in Alberta: 1-877-427-4088

Reference guide

A Reference Guide to Landlord and Tenant Law in Alberta was produced by the University of Alberta Legal Studies Program. This extensive guide is available on the Access to Justice Network at www.acjnet.org/docs/landten/index.html

Canadian Mortgage and Housing Corporation (CMHC) has designed publications to help Canadians with their housing needs. "Your Guide to Renting a Home" can be found at the following web address:

www.cmhc-schl.gc.ca/en/bureho/reho/index.cfm

Queen's Printer

You can order a copy of the *Residential Tenancies Act* and regulations from the Queen's Printer Bookstore.

Queen's Printer
Bookstore

John J. Bowlen Bldg
602, 620 7 Avenue SW
Calgary, Alberta
T2P 0Y8

Queen's Printer
Bookstore

10611 98 Avenue
Edmonton, Alberta
T5K 2P7

Phone: (780) 427-4952

Fax: (780) 452-0668

Phone: (403) 297-6251

Fax: (403) 297-8450

or from the Web site at www.qp.gov.ab.ca

A current version of this document is available on the Alberta Government Services' Web site at www.gov.ab.ca/gs then click on Landlord & Tenants.

If you need more copies of this tipsheet, you have permission to photocopy. Please call our office to make sure you have the most up-to-date copy.

This tipsheet is intended to provide general information and not a substitute for legal advice.

Tipsheet Contents

	Page
Definitions.....	1
• Mobile home.....	1
• Mobile home park.....	1
• Landlords and tenants.....	1
Landlord and tenant obligations.....	2
Moving in.....	2
• The tenancy agreement.....	2
• "Notice of Landlord".....	2
• Security deposits (how much, interest rates, calculator).....	2
• The inspection report.....	3
• What if premises aren't ready?.....	3
Living there.....	4
• When can a landlord enter the site?...	4
• Rent increases.....	4
• Extra fees, rules and sublets.....	4
• Problem tenants.....	4
Moving Out.....	6
• Proper notice.....	6
• Returning the security deposit.....	7
• Abandoned goods.....	7
Offences for which a landlord can be charged.....	7
Where to get more information.....	8

The legislation

The Mobile Home Sites Tenancies Act

- Mobile Home Sites Tenancies Ministerial Regulation
- Security Deposit Interest Rate Regulation

If ordering, landlords and tenants should get both the *Mobile Home Sites Tenancies Act* and the Mobile Home Sites Tenancies Ministerial Regulation, as the regulation provides the details for the Act.

Definitions

Mobile home

A mobile home (also called a manufactured home) is usually a factory-built, single-family dwelling designed to be transported from the factory to another site. Vehicles used only for recreation, such as holiday trailers are not covered by this Act.

Mobile home park

A mobile home park is defined as a parcel of land that includes at least three mobile home sites. Different rules may apply to mobile home sites that are not in a mobile home park. Rules that specifically apply to sites not in a mobile home park will be noted.

Landlord

A landlord may be:

- the owner of the mobile home site, or
- the property manager, or
- the person who rents out the site.

A landlord may be a man, a woman, a group of people, or a business. All employees of a landlord must also follow the *Mobile Home Sites Tenancies Act*.

Tenant

The *Mobile Home Sites Tenancies Act* applies to tenants, who own a mobile home that is situated on a *site* that is rented from a landlord. If you are *renting* a mobile home, this Act does not apply to you. In those situations, the *Residential Tenancies Act* applies.

Landlord and tenant obligations

Landlords must:

- make sure the mobile home site is ready and available for occupancy for the tenant when the rental agreement takes effect;
- give the tenant a copy of any written rental agreement within 21 days of signing;
- ensure that the tenant's enjoyment of the site is not disturbed;
- make sure there is proper access to the site and that the site is suitable for a mobile home;
- keep the common areas in good condition and repair;
- properly maintain utilities and other facilities; and
- be sure that the garbage is removed at reasonable intervals.

Tenants must:

- pay the rent on time;
- be considerate of other tenants;
- not endanger other tenants;
- not perform illegal acts or conduct illegal business on the premises;
- keep the site reasonably clean;
- prevent damage to the site; and
- leave the site when the rental agreement ends.

If you don't know how the *Mobile Home Sites Tenancies Act* applies to you, call your local Landlord and Tenant Advisory Board or Alberta Government Services. See the last page for phone numbers.

Moving in

The tenancy agreement

Before a mobile home site is rented, the landlord and tenant come to an agreement, that may verbal or in writing. A written agreement is recommended. This agreement can be called a tenancy agreement, a rental agreement, or a lease.

A tenancy agreement is either *periodic* or *fixed-term*. A *fixed-term tenancy* begins and ends on specific dates. For example, a landlord and tenant may agree on a fixed term of one year, from October 1, 2001 to September 30, 2002. At the

end of the fixed term (September 30, 2002), the tenancy ends automatically. Neither party has to give notice to end a fixed-term tenancy.

A *periodic tenancy* has a start date but not an end date. Either the landlord or tenant ends the agreement by giving notice. Periodic tenancies are usually month-to-month.

A tenancy agreement should state:

- legal name of the landlord;
- the type of tenancy (periodic or fixed-term);
- how much the rent is;
- when the rent is to be paid (for example, the first of the month);
- where the rent is to be paid; and
- who pays for the utilities.

A tenancy agreement can also include the landlord's rules. Mobile home park rules vary greatly. Some, for example, don't allow more than three children, or will not allow large pets. Check out the rules carefully before you decide on a site.

The tenancy agreement cannot take away any of the tenant's rights provided by the *Mobile Home Sites Tenancies Act*.

Both the landlord and the tenant should sign the tenancy agreement. The landlord must give the tenant a copy of the agreement within 21 days after the tenant signs and returns it to the landlord. The tenant can withhold rent until a copy is received.

"Notice of landlord"

Landlords, of sites in a mobile home park, must provide tenants with a 'notice of landlord' that states the landlord's name and Alberta address. Landlords must give this notice to tenants within 7 days of tenants' moving in, or must post the notice in a very visible place in the common areas. The landlord must keep this notice up-to-date.

Security deposit

Landlords usually ask tenants for a *security deposit* (or damage deposit) before a tenant moves onto a site. A security deposit cannot be more than one month's rent as stated in the

tenancy agreement. The security deposit cannot be increased as rent increases.

Landlords must deposit all security deposits in an interest-bearing trust account at a bank, treasury branch, credit union or trust corporation in Alberta within two banking days of receiving them.

Landlords must pay tenants interest on this deposit annually unless the landlord and tenant agree in writing that the interest will be compounded each year until the tenant moves out. The minimum interest rates that landlords must pay on security deposits are listed in the box below.

Landlords and tenants can now use the new security deposit interest calculator to determine how much interest is owed. The calculator can be found by visiting the Landlord and Tenant page on the Alberta Government Services' Web Site www.gov.ab.ca/qs

Interest on security deposits	
Time Period	Minimum Annual Interest Rate
January 1, 2004 to December 31, 2004	0%
January 1, 2003 to December 31, 2003	0%
January 1, 2002 to December 31, 2002	0%
January 1, 2001 to December 31, 2001	1.75%
January 1, 2000 to December 31, 2000	1.15%
January 1, 1999 to December 31, 1999	0.75%
January 1, 1997 to December 31, 1998	0%
January 1, 1996 to December 31, 1996	2.5%
January 1, 1995 to December 31, 1995	2.75%
July 1, 1994 to December 31, 1994	1.5%
February 1, 1993 to June 30, 1994	3%
March 1, 1987 to January 31, 1993	6%
January 1, 1984 to February 28, 1987	8%

The permanent formula for setting the yearly interest rate payable on security deposits is 3.5 percent below the December rate for redeemable Alberta Savings Certificates.

The inspection report

An inspection report describes the condition of the mobile home site when the mobile home is moved onto or off the site. Both landlords and tenants find that an inspection report is in their best interests.

Landlords cannot make any deduction from the security deposit for damage to the mobile home site when the tenant moves off the site, if inspection reports are not completed.

Moving-in inspection reports

Landlords and tenants must inspect the site within one week before or after a tenant takes possession of the mobile home site. The site should be vacant when the inspection takes place, unless the landlord and tenant agree otherwise. The landlord and tenant should inspect the site together. The report should describe the condition of the site and be signed by both parties. Landlords must give tenants a copy of the inspection report.

If the tenant refuses to participate in the inspection or refuses to sign the inspection report, the landlord may complete the inspection report alone. The landlord must give the tenant a copy of the report.

Certain statements must be included in the inspection report. For more information, see Section 3 of the Mobile Home Sites Tenancies Ministerial Regulation. You can also contact your local Landlord and Tenant Advisory Board and ask for a copy of an inspection report form. There may be a cost for this form.

Moving-out inspection reports

A landlord and tenant must complete the final inspection of the premises within one week before or after the tenant moves the mobile home off the site. The site should be vacant when the inspection takes place, unless the landlord and tenant agree otherwise. Again, certain statements must be included in the inspection report. See previous paragraph.

What if the site isn't ready?

If the mobile home site is not ready on the first day of the rental agreement, the tenant may cancel the agreement. Another option is to apply to court to order the landlord to live up to the agreement. The tenant may also sue the landlord for damages if the site is not ready on time.

Living there

When can a landlord enter the site?

A landlord can enter the rented site without permission, and without giving a tenant any notice, in two situations:

- if the landlord has reason to believe there is an emergency, or
- if the landlord has reason to believe that the tenant has abandoned the premises.

A landlord may also enter the site without permission, *but only after giving proper notice*, to:

- make repairs; or
- inspect repairs; or
- show the site to prospective buyers or renters.

In these situations, the tenant must be given written notice at least 24 hours before entry. The landlord can only enter between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of worship. If the tenant's regular day of worship is not a Sunday, the tenant must tell the landlord, in writing, their day of worship.

The notice of entry must be signed by the landlord or the landlord's agent, and include the reason for entry, and the date and time of entry.

Rent increases

Under a fixed-term tenancy agreement, the landlord and tenant agree to the amount of rent a tenant will pay during the entire term of the tenancy. Under a periodic tenancy agreement, the landlord may raise the rent during the tenancy.

There are no controls over the amount by which the landlord may raise the rent. However, under a periodic tenancy agreement, the tenant must be given written notice of at least 180 full days. This means that a minimum of 180 days must have passed since the start of the tenancy or since the last rent increase.

Extra fees

Before entering into a tenancy agreement, the landlord must disclose in writing all the fees, charges and assessments that are in addition to the rent payable. For example, tenants may have to pay extra fees for keeping a pet or having visitors for more than two weeks. If a landlord wants to raise these fees, he must give 180 full days' notice in a mobile home park. Only 90 full days' notice is needed for mobile home sites if they are not in a mobile home park.

Disclosing rules

Before entering into a tenancy agreement a landlord must disclose in writing all the rules concerning tenancy in the mobile home park. Landlords have the right to change the rules. However, these changes must be fair and not greatly change the tenancy agreement. Tenants must be given reasonable notice of the changes.

No notice is needed when the new rules improve the safety of residents, or when they deal with the use of common areas.

Subletting your site in a mobile home park

In most cases, tenants may sublet their site to another tenant. This may occur when the tenant sells the mobile home, or rents or leases it to another person. The tenancy agreement may say that the landlord's consent is required but such consent cannot be unreasonably withheld. For more information on subletting mobile home sites see Section 22 of the Act.

The landlord is not owed any commission or fee, except for reasonable expenses that may have been incurred when the tenant sells or leases the mobile home or sublets the site.

Problem Tenants

What can a landlord do about the tenant who does or allows significant damage to the mobile home site, damage to the common areas, or physically assaults the landlord or other tenants?

The landlord can apply to court* to end the tenancy or give the tenant 48 hours' notice to end the tenancy. A 48-hour notice must:

- be in writing;
- be signed by the landlord or the landlord's agent;
- state the reason for eviction; and
- state the time and date that the tenancy ends.

In either case, the landlord may sue the tenant for any damages not covered by the security deposit, once the inspection reports have been completed.

What if the landlord gives a 48-hour notice and the tenant does not move out?

The landlord has five days after the tenancy ends to apply to court* for an order that confirms that the tenancy will end. If the tenant doesn't move and the landlord doesn't apply to court* within five days, the 48-hour notice is no longer valid. This means the tenancy is not ended.

What can a landlord do if a tenant commits a substantial breach, for example, if a tenant does not pay the rent when due or disturbs other tenants?

A substantial breach occurs if:

- a tenant does not carry out any of the tenant's obligations listed on page 2;
or
- a tenant commits a series of breaches of the tenancy agreement, and the cumulative effect is damaging.

If a tenant commits a substantial breach, a landlord can:

- apply to court* to end the tenancy; or
- give the tenant a notice of termination at least 14 days before the day the tenancy is to end.

The notice must:

- be in writing;
- be signed by the landlord or the landlord's agent;
- state the reason for termination; and
- state the date that the tenancy ends.

If a tenant objects to the reason for termination, or does not leave at the end of the 14-day notice period, the landlord may apply to court* for an

order for possession of the site, if the landlord has not already done so. The tenant may remain on the premises until there is a court* decision. If the court issues an order for possession, the tenancy is ended. The tenant must move out by the date given in the order for possession.

To object to the 14-day notice, the tenant must give the landlord a written explanation of why the tenant disagrees with the reasons given in the notice of termination. The landlord must receive it before the 14 days are over.

What if a tenant doesn't pay the rent?

The landlord can give the tenant a 14-day notice of termination of tenancy. If the tenant pays all the rent owing before the termination date on the notice, the notice becomes ineffective. A tenant cannot object to a 14-day notice for non-payment of rent. The landlord also has the option to apply to court* to end the tenancy.

***A note about court**

As of April 1, 2001, Provincial Court will be able to grant an order terminating a tenancy, an order for the recovery of possession of premises and an order to vacate premises under the *Mobile Home Sites Tenancies Act*. Instructions and forms are available at Provincial Court locations or on the Internet at

www.albertacourts.ab.ca/pc/civil/forms/index.htm

A note about a 14 – day notice of

termination. The *Mobile Home Sites Tenancies Act* says that a tenant must be given a notice of termination for substantial breach at least 14 days before the tenancy is to end. This means that the day the notice is given and the day the tenancy ends do not count as part of the 14 days. For example, if the landlord gives the tenant notice on the 4th of the month, the earliest the tenancy can end is the 19th of the same month.

The landlord can also hire a Civil Enforcement Agency to carry out a Distress for Rent. This allows the Agency to seize the tenant's possessions to pay for the unpaid rent and costs. This option is only available when the tenant is living in the rented premises. Once the tenant moves the landlord cannot use the Distress for

Rent. A list of Civil Enforcement Agencies can be found in the SuperPages™.

How must a landlord deliver notices?

Landlords must deliver notices in person or by registered or certified mail. If the tenant is not home to receive the notice, the landlord can give the notice to another adult who lives with the tenant. The landlord can also post the notice in plain sight on the mobile home site.

Moving out

Proper notice

Both landlords and tenants involved in periodic tenancy agreements must put their notice to end a tenancy in writing. *Landlords must include their reason for ending the tenancy* (see page 7).

The notice must:

- be in writing;
- be signed by the person giving notice;
- include the address of the site;
- state the date the tenancy is to end; and
- state the reasons for the termination of the tenancy if the landlord is giving the notice.

How much notice is required?

The amount of notice required depends on:

- whether the site is in a mobile home park
- whether it's the landlord or the tenant giving the notice
- the length of the tenancy period
- whether the rental accommodation is provided by the employer.

Month-to-month tenancies:

The landlord must give the tenant six full months' notice if the mobile home site is in a mobile home park. Notice must be given on or before the first day of the six-month notice period to be effective on the last day of that notice period. The tenant must give the landlord two months notice on or before the first day of the notice period to be effective on the last day of that period.

If a landlord gives notice to end the tenancy of a person who has rented the site for not more than six months the effective date of termination is the

last day of the 12th tenancy month from the start of the agreement.

If a person has been a tenant for not more than two months and wishes to end the tenancy they must give the landlord two months notice which would be effective on the last day of the fourth month from the start of the tenancy.

An example:

Ted lives in a mobile home park. He has a month-to-month tenancy period that begins on the first day of the month and ends on the last day of the month. He decides to move out on June 30. Ted must give his landlord notice on or before May 1 (2 months' notice). If Ted's landlord wanted him to move out by June 30, the landlord would have to give Ted notice on or before January (6 months' notice).

If the mobile home site is not in a mobile home park the landlord must give the tenant three full months' notice. The tenant is required to give the landlord one months' notice on or before the first day of the tenancy month to be effective on the last day of that month.

What if the mobile home site is provided by an employer?

Sometimes employers provide rental accommodation for their employees. When the employment ends the landlord or tenant must give proper notice to the other about moving out. The amount of notice must be:

- a period of time equal to the amount of notice needed to end employment that is required by law for the type of work involved;
- a period of time equal to the amount of notice to end employment agreed to by the landlord (employer) and employee (tenant); or
- 30 days

which ever period is longest.

For more information regarding the correct amount of notice that must be given, see the *Mobile Home Sites Tenancies Act*.

Notice **must** be delivered in person, or by registered or certified mail. If it goes by mail, a landlord should send the notice to the address of

the rented premises. A tenant should send the notice to the address where the rent is paid or to the address identified in the "notice of the landlord."

If the landlord can't serve notice by these methods because a tenant is rarely home, the landlord can give the notice to another adult living with the tenant or post the notice in plain sight on the mobile home site.

If a mobile home site is sold, the new landlord is still obligated by the Act and must give tenants proper notice to leave.

Reasons for ending a tenancy

A landlord can end a tenancy under the following conditions:

- landlord or a relative of the landlord is going to occupy the mobile home site, after the tenant moves
- the site is sold and the purchaser or relative of the purchaser is going to occupy the mobile home site
- the utilities on the site need repairs that require the site to be vacant
- the site is to be eliminated or the boundaries of the site altered (road widened)
- change of land use.

Tenants in a mobile home park must receive at least 365 full days notice to vacate if the land is:

- to be used for a purpose other than a mobile home park; or
- the site is to be sold as a condominium unit; or
- the site is to be sold or leased under the *Co-operative Associations Act*.

Returning the security deposit

When tenants move out, they have a right to get back their full security deposits, if no damage has been done to the mobile home site, beyond *normal wear and tear*, and if the rent is paid in full. The legislation defines normal wear and tear as the deterioration that occurs over time with the use of the premises even though the premises receive reasonable care and maintenance.

The landlord may keep part or all of the security deposit to cover cost of damages or rent arrears. If the damages exceed the security deposit, the

landlord can take legal action to claim for money owing.

If there are no deductions for rent arrears, cleaning, or repairs, the landlord must pay the tenant the full deposit plus interest within 10 days of the day that the tenant gave up possession of the site. If there are deductions, the landlord must do one of two things within 10 days:

- return the balance of the deposit to the tenant with a statement of account that lists the damages and repair costs as well as details of cleaning charges; or
- give the tenant an estimate of the deductions to be made and return any money that won't be used. The tenant must receive a final statement and any money owing within 30 days after the tenancy ends.

A landlord cannot make deductions for damages to the site if the move in and move out inspection report requirements have not been met.

Abandoned goods

When tenants leave goods behind, landlords may dispose of them under certain conditions. For example, a landlord has the immediate right to get rid of goods left by a tenant if they are worth less than \$1,000. Otherwise they must be stored for 30 days. Section 28 of the Act outlines how landlords may deal with abandoned goods.

If a mobile home is abandoned

A landlord who thinks a tenant has abandoned a mobile home may apply for a court order to sell or remove it from the property. Check the Act, and consider seeking legal advice before taking action.

Offences for which a landlord can be charged

The following are chargeable offences under the Act, for which a landlord can be fined up to \$5,000 when convicted:

- taking more than one month's rent as a security deposit, or raising the amount;
- failing to put security deposits into a trust account within two banking days;
- putting money that is not a security deposit into the trust account;

- failing to provide a "Notice of Landlord";
- failing to give proper notice of entry;
- failing to hold and properly invest the security deposit funds in the trust for the tenants;
- terminating a tenancy because the tenant made a complaint under the *Mobile Home Sites Tenancies Act* or the *Public Health Act*;
- failing to pay interest on a security deposit;
- failing to return a security deposit or provide a statement of account within 10 days; or, if the repair costs aren't finalized failing to provide an estimated statement of account and any refund within 10 days;
- failing to provide the tenant with the balance of the security deposit, if any, and a final statement of account for the estimated deductions within 30 days after the tenant gave up possession of the mobile home site (if the landlord is entitled to make a deduction);
- deducting money from the security deposit for damages if proper inspections were not carried out;
- restricting or interfering with a tenant's rights to sublet the mobile home site; and
- contravening the Regulations or an Order of the Court.

Information guide

Canadian Mortgage and Housing Corporation (CMHC) has designed publications to help Canadians with their housing needs. "Your Guide to Renting a Home" can be found at the following web address:

www.cmhc-schl.gc.ca/en/bureho/reho/index.cfm

Queens Printer

You can order a copy of the *Mobile Home Sites Tenancies Act* and regulations from the Queen's Printer Bookstore.

Queen's Printer Bookstore John J. Bowlen Bldg 602, 620 7 Avenue SW Calgary, Alberta T2P 0Y8	Queen's Printer Bookstore 10611 98 Avenue Edmonton, Alberta T5K 2P7
--	---

Phone: (403) 297-6251 Fax: (403) 297-8450	Phone: (780) 427-4952 Fax: (780) 452-0668
--	--

or from its Web site at www.qp.gov.ab.ca

Landlord and Tenant Advisory Boards

Landlords and tenants can get answers to their questions about landlord and tenant matters, and forms (for a fee) from their local Landlord and Tenant Advisory Board.

Edmonton: (780) 496-5959

(Edmonton residents only)

24-hour automated telephone system: (780) 496-5959

<http://www.edmonton.ca> Click on:

- Community & People Services
- Housing Services
- Landlord & Tenant Advisory Board

Fort McMurray: (780) 743-5000

(Municipality of Wood Buffalo residents only)

www.woodbuffalo.ab.ca/landlord

Red Deer: (403) 343-0410

(Red Deer and District residents)

www.mycommunityinformation.com/llt

If there is no Advisory Board in your community, contact:

Alberta Government Services

Edmonton: (780) 427-4088

Toll-free in Alberta: 1-877-427-4088

Alberta Government Services does not provide *Mobile Home Sites Tenancies Act* forms.

A current version of this document is available on the Alberta Government Services' Web site at www.gov.ab.ca/gs then click Landlord & Tenant.

If you need more copies of this tipsheet, you have permission to photocopy. Please call our office to make sure you have the most up-to-date copy.

